- PK 6358 PG 144

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WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, THAT BESHARA SALIBA, TRUSTEE, or his successors in trust under the BESHARA SALIBA LIVING TRUST dated November 6, 1992 of 3 Merrill St., Waterville, County of Kennebec and State of Maine,

In Consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by **ROBERT A. STEVENSON** and **MARTHA E. STEVENSON**, both of Vassalboro, County of Kennebec and State of Maine, whose mailing address is RR 1, Box 6826-6, Vassalboro, Maine 04989

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and conveyed <u>WITH WARRANTY COVENANTS</u>, to <u>ROBERT A. STEVENSON</u> and <u>MARTHA E. STEVENSON</u>, as joint tenants and not as tenants in common, their heirs and assigns, forever,

A certain lot or parcel of land, with the buildings thereon situated in Waterville, County of Kennebec and State of Maine and more particularly described as follows, to wit:

Easterly by Main Street twenty-eight (28) feet and four (4) inches; southerly by land now or formerly of the heirs or devisees of L. H. Soper; westerly twenty-eight (28) feet and four (4) inches by Merchants Court; and northerly by land supposed to be formerly owned by Florence Haviland. Also the northerly one-half (1/2) interest in the north wall of the brick block now or formerly occupied by L. H. Soper Company and lying next southerly of the above described premises. It is understood and agreed, however, that the Grantor by reason of his ownership in said wall, shall acquire no interest in any land south of the south line of the premises conveyed above. Also conveying all rights, title and interest which the Grantor has by reason of a party wall agreement entered into by and between John A. Davison and Florence Haviland dated November 24, 1911, and recorded in Kennebec Registry of Deeds, Book 515, Page 334, to which record reference is hereby had for a more particular description, and party wall agreement entered into by and between said Davison and Luther H. Soper dated April 17, 1911, and recorded in said Registry Book 511 Page 301, to which record reference is hereby had for a more particular description.

Excepting and reserving, however, from the above conveyance all the title, interest and rights in the northerly wall of the building on the above described premises which were conveyed by Robinson-Davison Company to Charles Haviland or Florence Haviland, and

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also excepting and reserving and this conveyance is made expressly subject to all rights which said Florence Haviland and her heirs or assigns and all rights which the heirs, devisees or assigns of said L. H. Soper may have by reason of the two party wall agreements above described.

The Grantor herein hereby also conveys all his right, title and interest in and to a certain agreement by and between Florence C. Daly and Isaac Hillson dated July 12, 1947 and recorded in said Registry, Book 851 Page 23, concerning the use of stairs to the second floor of the premises herein conveyed, it being understood and hereby agreed that the grantees herein shall assume all obligations resting upon the said Hillson under said agreement the grantee further agree to save the said Grantor harmless from any and all obligations and duties arising under or through the said agreement otherwise referred to as a lease.

Excepting and reserving from the above described premises all conveyances which are a matter of record in the Kennebec Registry of Deeds, whether by condemnation eminent domain, urban renewal or otherwise.

Also another certain lot or parcel of land situated in Waterville in the County of Kennebec and State of Maine, on the westerly side of Main Street, so-called, with the building thereon, now or formerly known as "Soper Building", bounded and described as follows, to wit:-

On the East forty and four-twelfths (40 4/12ths) feet by Maine Street; on the South eighty-six and ten-twelfths (86 10/12ths) feet by land now or formerly of J. H. Plaisted; on the West forty and four-twelfths (40 4/12ths) feet by land of the said Plaisted; and on the North eighty-six and ten-twelfths (86 10/12ths) feet by land now or formerly of Theophilus Gilman, being the same premises conveyed to Luther H. Soper by J.H. Plaisted by Deed dated November 6, 1889 and May 16th, 1890 and recorded in Kennebec Registry of Deeds, Book 368 Page 573 and Book 380 Page 133, to which deeds, references may be had for a more particular description of the premises hereby conveyed, and the building on same built by Luther H. Soper in 1890.

Also a right of passway to same from Silver Street in the rear of said premises as described in said deeds to Luther H. Soper.

The above described premises are conveyed, nevertheless, subject to an Indenture entered into by and between James H. Plaisted and Luther H. Soper pertaining to the maintenance and erection of a

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party wall, which Indenture is dated July 2, 1890 and recorded in the Kennebec County Registry of Deeds in Book 382 Page 337.

Excepting and reserving from the above described premises all conveyances which are a matter of record in the Kennebec Registry of Deeds, whether by condemnation eminent domain, urban renewal or otherwise.

EXCEPTING and RESERVING from the above, a certain lot or parcel of land conveyed to FASTZAK on June 30th, 1999 and recorded in the Kennebec Registry of Deeds at Book 5987 Page 222.

SUBJECT, however to a Party Wall Agreement between Beshara Saliba as Trustee of the Beshara Saliba Living Trust, said Agreement dated June 30th, 1999 and recorded in the Kennebec Registry of Deeds at Book 5997 Page 110.

SUBJECT also, to a Party Wall Agreement between the Grantor herein and Lionel M. Tardiff to be recorded in the Kennebec Registry of Deeds.

MEANING and INTENDING to convey the same premises excepting those reservations and conveyances which are a matter of record that were conveyed to the Beshara Saliba, Trustee, or his successors in trust, under the Beshara Saliba Living Trust dated November 6, 1992 by Warranty Deed of Beshara Saliba dated December 30th, 1992 and recorded in the Kennebec County Registry of Deeds at Book 4311 Page 057.

IN WITNESS WHEREOF, I, the said BESHARA SALIBA, Trustee of the BESHARA SALIBA LIVING TRUST dated November 6, 1992 have hereunto set my hand and seal this tale day of ________, 2000.

Signed, Sealed and Delivered in the presence of:

BESHARA SALIBA LIVING TRUST Dated November 6, 1992

Witness

BESHARA SALIBA, Trustee

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ACKNOWLEDGEMENT

STATE OF MAINE Kennebec, ss.

December 1,2000

Personally appeared the above named <u>BESHARA SALIBA</u> Trustee of the BESHARA SALIBA LIVING TRUST dated November 6, 1992 and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

NOTARY PUBLIC

Attorney-at-Law

James M. LaLiberty

(print name)

re.Deeds.Saliba Trust to Stevenson DEED

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